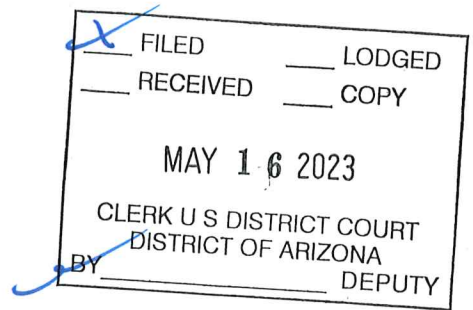


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REDACTED FOR  
PUBLIC DISCLOSURE

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

United States of America,  
Plaintiff,

vs.

1. Oleg Sergeyevich Patsulya; and,  
2. Vasilii Sergeyevich Besedin aka Vasilii  
Besedin;

Defendants.

No. CR-23-00770-PHX-DWL (MTM)

**INDICTMENT**

VIO: 18 U.S.C. § 371  
(Conspiracy)  
Count 1

18 U.S.C. § 554(a)  
(Attempted Smuggling of Goods  
from the United States)  
Count 2

18 U.S.C. §§ 4819(a)(1),  
4819(a)(2)(A)-(G), (J), 4819(b)  
15 C.F.R. Parts 736.2(b)(1), (4), and  
(6), 746.8(a)(1)  
(Conspiracy to Violate the Export  
Control Reform Act)  
Count 3

18 U.S.C. §§ 1956(h), 1956(a)(2)  
(Conspiracy to Commit Money  
Laundering)  
Count 4

18 U.S.C. §§ 981 and 982  
21 U.S.C. § 853  
28 U.S.C. § 2461(c)  
50 U.S.C. § 4819(d)  
(Forfeiture Allegation)

**THE GRAND JURY CHARGES:**

At all times relevant to this Indictment, unless otherwise indicated:

**Introduction**

1. As described in detail below, between at least May 2022 and continuing to on or about May 11, 2023, defendants OLEG SERGEYEVICH PATSULYA and VASILII SERGEYEVICH BESEDIN conspired with each other and with others known and unknown to the Grand Jury to evade United States export laws and regulations to send aircraft parts and components from the United States to Russia. Specifically, after the United States imposed new license requirements on exports to Russia in February 2022 in light of Russia's further invasion of Ukraine, PATSULYA and BESEDIN developed a scheme through which they could profit financially from successfully shipping aircraft parts and components to Russian airline companies without the required licenses and authorizations by falsely representing the intended end user and final destination of the aircraft parts and components to be exported.

**Relevant Individuals, Companies, and Defendants**

2. MIC P&I, LLC ("MIC") was a Florida limited liability company with a principal place of business in Miami-Dade County, Florida. At all times relevant to this Indictment, MIC was used by defendants OLEG SERGEYEVICH PATSULYA and VASILII SERGEYEVICH BESEDIN to perpetuate a scheme of purchasing export-controlled aircraft parts and components in the United States on behalf of Russian buyers.

1           3.       The defendant, OLEG SERGEYEVICH PATSULYA ("PATSULYA") was  
2 a Russian national who resided in Miami-Dade County, Florida. PATSULYA represented  
3 himself to be the owner and operator of MIC. Additionally, he was listed on relevant  
4 corporate documents as the sole registered agent and sole authorized member of MIC.

5           4.       The defendant, VASILII SERGEYEVICH BESEDIN aka VASILII  
6 BESEDIN ("BESEDIN"), was a Russian national who resided in Miami-Dade County,  
7 Florida. BESEDIN represented himself to be an employee of MIC and at times  
8 represented himself to be the Vice President of MIC.

9           5.       "Turkish Company 1" was a company operating in Turkey, which held itself  
10 out as an international freight-forwarding company. MIC, PATSULYA, and BESEDIN  
11 used Turkish Company 1 to conceal the fact that their true customers were companies  
12 located in Russia.

13          6.       "Turkish Company 2" was a company operating in Turkey. MIC,  
14 PATSULYA, and BESEDIN used Turkish Company 2 to conceal the fact that their true  
15 customers were companies located in Russia.

16          7.       "Russian Company 1" was a Russian company headquartered in Russia.  
17 Russian Company 1 held itself out as a company that sells aviation parts, tools, and  
18 equipment, and that also provides servicing and maintenance for aircraft.

19          8.       "Russian Airline Company 1" was a Russian airline company headquartered  
20 in Russia. Russian Airline Company 1 was owned or controlled by Russia or a Russian  
21 national.

22          9.       "Russian Airline Company 2" was a Russian airline company headquartered  
23 in Russia. On or about June 24, 2022, Russian Airline Company 2 was the subject of a  
24 United States Department of Commerce, Bureau of Industry and Security Order  
25 Temporarily Denying Export Privileges. The Order Temporarily Denying Export  
26 Privileges for Russian Airline Company 2 was renewed in another order published on or  
27  
28

1 about December 23, 2022. Russian Airline Company 2 was owned or controlled by  
2 Russia or a Russian national.

3 10. “Russian Airline Company 3” was a Russian airline company headquartered  
4 in Russia. On or about May 25, 2022, Russian Airline Company 3 was the subject of a  
5 United States Department of Commerce, Bureau of Industry and Security Order  
6 Temporarily Denying Export Privileges. The Order Temporarily Denying Export  
7 Privileges for Russian Airline Company 3 was renewed in another order published on or  
8 about November 21, 2022. Russian Airline Company 3 was owned or controlled by  
9 Russia or a Russian national.

### 10 **The Statutory and Regulatory Background**

#### 11 *The Export Control Reform Act and Export Administration Regulations*

12 11. The Export Control Reform Act of 2018 (“ECRA”) provided, among its  
13 stated policy objectives, that for a number of enumerated reasons, “[t]he national security  
14 and foreign policy of the United States require that the export, reexport, and in-country  
15 transfer of items, . . . be controlled . . . .” 50 U.S.C. § 4811(2). To that end, the ECRA  
16 granted the President the authority to “control . . . the export, reexport, and in-country  
17 transfer of items subject to the jurisdiction of the United States, whether by United States  
18 persons or by foreign persons.” 50 U.S.C. § 4812(a)(1).

19 12. The ECRA further granted the Secretary of Commerce the authority to  
20 establish the regulatory framework. 50 U.S.C. §§ 4812, 4813, 4810(10). Pursuant to that  
21 authority, the United States Department of Commerce, Bureau of Industry and Security  
22 (“BIS”) promulgated the Export Administration Regulations (“EAR”), Title 15, Code of  
23 Federal Regulations, Parts 730–774, to regulate the export of goods, technology, and  
24 software from the United States.

25 13. Through the EAR, BIS reviewed and controlled the export of certain items  
26 from the United States to foreign countries. *See* 15 C.F.R. Parts 734.2–734.3. In  
27 particular, BIS placed restrictions on the export and reexport of items that it determined  
28

1 could make a significant contribution to the military potential of other nations or that could  
2 be detrimental to the foreign policy or national security of the United States. The EAR  
3 imposed licensing and other requirements for items subject to the EAR to be lawfully  
4 exported from the United States or lawfully reexported from one foreign destination to  
5 another. Under the EAR, such restrictions depended on several factors, including the  
6 technical characteristics of the item, the destination country, the end user, and the end use  
7 of the item.

8 14. The most sensitive items subject to EAR controls were identified on the  
9 Commerce Control List (“CCL”), which was set forth in Title 15, Code of Federal  
10 Regulations, Part 774, Supplement Number 1. Items on the CCL were categorized by an  
11 Export Control Classification Number (“ECCN”), each of which has export control  
12 requirements depending on final destination, end use, and end user.

13 15. Under the ECRA, it was a crime to willfully violate, attempt to violate,  
14 conspire to violate, or cause a violation of any regulation, order, license, or authorization  
15 issued pursuant to the ECRA or the EAR. *See* 50 U.S.C. § 4819(a)(1), (b). Furthermore,  
16 the ECRA prohibited the making of any false or misleading statement to BIS “in the course  
17 of an investigation or other action subject to the Export Administration Regulations.” *See*  
18 50 U.S.C. § 4819(f).

19 *Expanded Export License Requirements for Exporting Items to Russia*

20 16. On February 24, 2022, in response to Russia’s invasion of Ukraine, the  
21 United States Department of Commerce imposed new license requirements on exports and  
22 reexports to Russia.

23 17. As of February 24, 2022, any item classified under any ECCN in Categories  
24 3 through 9 of the CCL required a license to be exported to Russia. *See* Volume 87,  
25 Federal Register, Page 12,226 (published Mar. 3, 2022). As of April 8, 2022, the license  
26 requirement for export to Russia was expanded to cover all items on the CCL. *See* Volume  
27 87, Federal Register, Page 22,130 (published Apr. 14, 2022). These rules were eventually  
28

1 codified in Title 15, Code of Federal Regulations, Part 746.8, which stated, “a license is  
2 required, excluding deemed exports and deemed reexports, to export, reexport, or transfer  
3 (in-country) to or within Russia or Belarus any item subject to the EAR and specified in  
4 any Export Control Classification Number (ECCN) on the CCL.”

5 18. Any requests for licenses to export items on the CCL to Russia were  
6 reviewed under a policy of denial. *See* 15 C.F.R. § 746.8(b).

7 *Temporary Denial Orders*

8 19. In addition to the licensing and other requirements imposed by the EAR, BIS  
9 had the authority to issue orders temporarily denying all of a party’s export privileges to  
10 prevent an imminent violation. *See* 15 C.F.R. § 766.24. Under the ECRA and the EAR,  
11 it was a crime to take any action that is prohibited by a temporary denial order issued by  
12 BIS. *See* 50 U.S.C. §§ 4819(a)(1), 4819(a)(2)(J); 15 C.F.R. Part 736.2(b)(4)(i).

13 *The Commerce Control List Items*

14 20. The Goodrich Main Landing Gear Brake Assembly, Part Number 2-1740-1  
15 (the “Goodrich Brake Assembly”), was a carbon disc brake system that was used on  
16 Boeing 737 aircraft. At all times relevant to this Indictment, the Goodrich Brake  
17 Assembly was classified by BIS under ECCN 9A991.d (“parts” and “components,”  
18 “specially designed” for “aircraft”).

19 *Lack of Export Licenses and Authorizations for PATSULYA, BESEDIN, and MIC*

20 21. At no time relevant to this Indictment had PATSULYA, BESEDIN, or MIC  
21 applied to the United States Department of Commerce for an export license or obtained  
22 any other export authorization to export airplane parts and components, including the  
23 Goodrich Brake Assembly, to Russia.

24 **COUNT ONE**

25 **Conspiracy to Commit Offenses Against the United States**

26 **(18 U.S.C. § 371)**

27 22. The allegations contained in paragraphs 1 through 21 are realleged and  
28 incorporated herein as if fully set forth in this paragraph.

1        23.        Between at least in or about May 2022 and continuing to on or about May  
2 11, 2023, in the District of Arizona and elsewhere, the defendants OLEG  
3 SERGEYEVICH PATSULYA and VASILII SERGEYEVICH BESEDIN, together with  
4 others known and unknown to the Grand Jury, did knowingly and willfully combine,  
5 conspire, confederate, and agree with each other and with others known and unknown to  
6 the Grand Jury, to commit the following offenses against the United States:

7        (a)        To knowingly and willfully export, attempt to export, and cause the  
8 exportation of goods, namely various airplane parts and components including but not  
9 limited to a Goodrich Brake Assembly (Part No. 2-1740-1), from the United States to  
10 Russia without having first obtained the required authorizations and licenses from BIS  
11 in violation of Title 50, United States Code, Section 4819(a), 4819(a)(2)(A)-(G), (J),  
12 and 4819(b); and Title 15, Code of Federal Regulations, Parts 736.2(b)(1), 736.2(b)(4),  
13 736.2(b)(6);

14        (b)        To knowingly and fraudulently export and send and attempt to export and  
15 send from the United States merchandise, articles, and objects, namely airplane parts  
16 and components including but not limited to a Goodrich Brake Assembly (Part No. 2-  
17 1740-1), contrary to laws and regulations of the United States, including the Export  
18 Control Reform Act, Title 50, United States Code, Section 4819, and the Export  
19 Administration Regulations, Title 15, Code of Federal Regulations, Parts 730-774,  
20 and receive, conceal, buy, sell, and in any manner facilitate the transportation,  
21 concealment, or sale of the same merchandise, articles, and objects, prior to  
22 exportation, knowing the same to be intended for exportation contrary to such laws  
23 and regulations of the United States, in violation of 18 U.S.C. § 554(a); and

24        (c)        To defraud BIS by impairing, impeding, interfering with and obstructing,  
25 through deceit, craft, trickery, and dishonest means, a lawful governmental function,  
26 that is, the enforcement of laws and regulations prohibiting the export and supply of  
27  
28

1 goods from the United States to restricted entities and foreign destinations without a  
2 license or authorization, in violation of 18 U.S.C. § 371.

3 **Objects of the Conspiracy**

4 24. The objects of the conspiracy were:

5 25. To acquire and obtain, on behalf of and for the benefit of Russian airline  
6 companies, including but not limited to Russian Airline Company 1, Russian Airline  
7 Company 2, and Russian Airline Company 3, some of which were the subjects of BIS-  
8 imposed temporary denial orders, export-controlled aircraft parts and components  
9 manufactured and sold in the United States;

10 26. To conceal the prohibited export activities through various means—such as  
11 creating fake invoices and purchase orders, asserting false end-users in countries other  
12 than Russia, and having money from Russian airline companies go through bank accounts  
13 in other countries to conceal the source of the funds—to evade U.S. export laws and  
14 regulations;

15 27. To deceive the United States government and to impair, impede, and obstruct  
16 the functions and operations of the BIS in the enforcement of export control laws and  
17 regulations administered by that agency so as to avoid penalties and disruption of the  
18 illegal activities;

19 28. To successfully send from the United States export-controlled aircraft parts  
20 and components and ultimately supply those aircraft parts and components to Russian  
21 airline companies in Russia; and,

22 29. To enrich members of the conspiracy through financial profit based on these  
23 illegal activities.

24 **Manners and Means of the Conspiracy**

25 30. The manner and means by which the objects of the conspiracy were to be  
26 accomplished included, but were not limited to, the following:  
27  
28



1        31.        The members of the conspiracy, with the intent to supply aircraft parts and  
2 components to Russian airline companies, solicited quotes from United States-based  
3 aircraft parts suppliers including but not limited to Arizona Company 1.

4        32.        The members of the conspiracy quoted and negotiated with representatives  
5 of Russian airline companies as to the fees and costs for delivering the requested aircraft  
6 parts and components to the Russian airline companies in Russia, such quotes and  
7 negotiations taking into account "sanctions" that had made it more difficult for the Russian  
8 airline companies to obtain the parts.

9        33.        The members of the conspiracy employed straw-buyer companies, including  
10 Turkish Company 1 and Turkish Company 2, and created misleading invoices naming the  
11 straw-buyer companies, to conceal MIC's actual customers and the true end-users of the  
12 aircraft parts and components.

13       34.        The members of the conspiracy used bank accounts associated with the  
14 straw-buyer companies and other foreign entities, such as Turkish Company 1, Turkish  
15 Company 2, and Russian Company 1, to receive payment from the Russian airline  
16 companies for the aircraft parts and components.

17       35.        The members of the conspiracy caused the money to be transferred from the  
18 foreign bank accounts to a MIC bank account in the United States.

19       36.        During negotiations with the United States-based aircraft parts supply  
20 companies, including but not limited to Arizona Company 1, the members of the  
21 conspiracy made materially false and fraudulent representations about the identity of their  
22 clients and the intended end destinations of the requested parts and components.

23       37.        In connection with their attempts to acquire aircraft parts and components,  
24 the members of the conspiracy traveled to the United States-based aircraft parts supply  
25 companies' facilities, including but not limited to Arizona Company 1.

26       38.        During the negotiations, the members of the conspiracy filled out export  
27 compliance forms affirming that they would comply with all United States export laws  
28

1 and regulations, including by obtaining any necessary licenses and authorizations, and  
2 would not sell, transfer, and export the aircraft parts and components to restricted  
3 countries, including Russia, or to prohibited individual entities.

4 39. The members of the conspiracy arranged for shipments of the parts and  
5 components from the United States to transshipment points in various countries for which  
6 export licenses and authorizations were not required under United States export laws and  
7 regulations, and then falsified, and caused others to falsify, export and shipping records to  
8 reflect companies located at those transshipment points, including but not limited to  
9 Turkish Company 1 and Turkish Company 2, as the ultimate end users.

10 40. The members of the conspiracy used the funds from the Russian airline  
11 companies, absent fees that members of the conspiracy kept for themselves as profit, to  
12 pay the United States-based aircraft parts supply companies.

13 41. When shipments of the parts and components were detained by United States  
14 government agencies, the members of the conspiracy knowingly made material  
15 misrepresentations to, and concealed material facts from, United States government  
16 officials with BIS and United States Customs and Border Protection ("CBP") both in  
17 written submissions and in in-person interviews to deceive those government agencies and  
18 continue to try to evade export controls to perpetuate their scheme.

19 **Overt Acts in Furtherance of the Conspiracy**

20 42. In furtherance of the conspiracy, and to effect and accomplish the objects  
21 thereof, PATSULYA and BESEDIN, and others known and unknown to the Grand Jury,  
22 committed various overt acts within the District of Arizona and elsewhere, including but  
23 not limited to the following:

24 43. Beginning on or around May 31, 2022, PATSULYA started communicating  
25 via email with various Russian companies, including Russian Airline Company 1, about  
26 supplying the companies with various aircraft parts and components, including the  
27 Goodrich Brake Assembly.

1        44.        In June and July 2022, PATSULYA and BESEDIN signed up for multiple  
2 online procurement marketplaces that specialized in purchasing and selling aircraft parts  
3 and components, through which PATSULYA and BESEDIN planned to identify U.S.-  
4 based and international companies who had inventory of the specific aircraft parts and  
5 components.

6        45.        On or about June 28, 2022, a representative from Russian Airline Company  
7 1 emailed PATSULYA an updated list of aircraft parts and components that Russian  
8 Airline Company 1 was seeking to acquire. The list included two units of the Goodrich  
9 Brake Assembly. That same day, a representative from Russian Airline Company 1  
10 emailed PATSULYA “Dear Oleg, Due to the contemplation of business, please forward  
11 me the following documents . . .” and asked PATSULYA for various corporate,  
12 ownership, and tax documents for Turkish Company 1.<sup>1</sup>

13        46.        On or about July 14, 2022, PATSULYA, purportedly on behalf of Turkish  
14 Company 1, responded to the June 28 inquiry from Russian Airline Company 1.  
15 PATSULYA provided a quote for the delivery (to Moscow) of various aircraft parts and  
16 components, including two units of the Goodrich Brake Assembly. PATSULYA quoted  
17 a cost of \$102,060 dollars per unit of the Goodrich Brake Assembly.

18        47.        On August 31, 2022, PATSULYA emailed a representative of Russian  
19 Airline Company 3 seeking to secure Russian Airline Company 3 as a new customer. In  
20 the email, PATSULYA stated that his “group of companies” already had several Russian  
21 customers, including Russian Airline Company 1 and the Russian Federation’s Ministry  
22 of Defense. In the email, PATSULYA wrote,

---

23  
24  
25  
26        <sup>1</sup> Many email communications referenced herein were written in the Russian  
27 language. Unless otherwise indicated, all quoted communications from emails from  
28 containing the Russian language are taken from translations of the original written Russian  
communication, and are in presented in substance and effect.

1 Hello [Representative of Russian Airline Company 3],

2  
3 A group of companies comprising US-based MIC-P&I, LLC (Miami,  
4 Florida), [Turkish Company 1], [Russian Company 1] Russian Federation, is  
5 offering you the procurement of aviation parts, electronic components, and  
6 units for various types of aircrafts.

7 Our group of companies supplies goods to such companies as [Russian  
8 Airline Company 1 and other companies in Russia], affiliates of the Ministry  
9 of Defense of the Russian Federation, and [an additional company in Russia].

10 It works like this:

11 You sign a contract with [Russian Company 1] for delivery terms DDP  
12 Moscow, or with [Turkish Company 1] for delivery terms DAT Moscow.  
13 You make a prepayment in accordance with the contract, after which we  
14 deliver the goods to you within the agreed upon timeframe.

15 In light of the sanctions imposed against the Russian Federation, we have  
16 been successfully solving challenges at hand. Please consider us as an  
17 integrated supplier of goods for [Russian Airline Company 3].

18 Respectfully,

19 Oleg Patsulya

20 48. Between July 2022 and September 2022, PATSULYA and BESEDIN used  
21 multiple online marketplaces to submit requests for quotes to United States-based and  
22 international aircraft parts supply companies, including but not limited Arizona Company  
23 1, for various aircraft parts and components, including for the Goodrich Brake Assembly.

24 49. In response to one of PATSULYA's requests for quote for an aircraft part,  
25 the United States-based aircraft parts supply company responded with a generic,  
26 automated email disclaimer which stated that, because of the Russian invasion of Ukraine,  
27 the company would not action any request from any party located in Russia or where the  
28 end user is located in Russia. Upon receiving the automated email, PATSULYA  
forwarded the email to another individual, stating, "Do not write to these freaks."

1                    Attempted Purchase of Multiple Units of the Goodrich Brake Assembly from Arizona  
2                    Company 1 for Export to Russian Airline Company 1

3            50.        In response to one of BESEDIN'S requests for a quote to purchase seven  
4 units of the Goodrich Brake Assembly, on or about August 8, 2022, a representative from  
5 Arizona Company 1 informed BESEDIN that Arizona Company 1 had two overhauled  
6 Goodrich Brake Assembly units in stock (serial numbers 6343 and 6350) and would look  
7 for the other five units requested by BESEDIN, and Arizona Company 1 would sell each  
8 of the seven units for \$65,000 each. The same day, PATSULYA, holding himself out as  
9 a representative of Turkish Company 1, emailed a representative of Russian Airline  
10 Company 1, offering the exact same two units of the Goodrich Brake Assembly (serial  
11 numbers 6343 and 6350) for delivery to Moscow, one at \$78,599 and the other at \$82,400.  
12 PATSULYA later advised Russian Airline Company 1 that he could deliver the two sets  
13 of brakes within 20 days of the date that the money was delivered to PATSULYA's bank  
14 account.

15           51.        On or about August 11, 2022, BESEDIN emailed Arizona Company 1's  
16 representative and requested quotes for brakes with less wear. In response to Arizona  
17 Company 1 offering to sell BESEDIN seven units of the Goodrich Brake Assembly with  
18 less wear for \$74,998.98 each, PATSULYA emailed Russian Airline Company 1 and  
19 offered to supply two units of the Goodrich Brake Assembly for \$105,000 each with  
20 delivery to Moscow. In his email to Russian Airline Company 1, PATSULYA  
21 specifically referenced the serial number of one of the brake assemblies offered by  
22 Arizona Company 1 (serial number 6350).

23           52.        After receiving an email on or about August 16, 2022, from Russian Airline  
24 Company 1 containing a purchase order for two units of the Goodrich Brake Assembly,  
25 PATSULYA emailed Russian Airline Company 1 an invoice (No. PI-0017-022) to sell  
26 two units of the Goodrich Brake Assembly at \$105,000.00 each for a total of \$210,000.00,  
27 minus a credit of \$62,140.50 from a prior transaction. The invoice was on letterhead from  
28

1 Turkish Company 1 and contained account information for a Turkish bank account  
2 belonging to Turkish Company 1.

3 53. The next day, Russian Airline Company 1 wired \$147,859.50 from a bank  
4 account belonging to Russian Airline Company 1 in St. Petersburg, Russia, to Turkish  
5 Company 1's Turkish bank account. Later, on or about August 22, 2022, MIC's bank  
6 account in the United States received a wire from Turkish Company 1 in the amount of  
7 \$140,366.53. The wire notes referenced the corresponding invoice number (No. 0017-  
8 22).

9 54. On or about August 18, 2022, BESEDIN emailed the representative from  
10 Arizona Company 1 and said, "I'm ready to order all 7 these [sic] parts, But I want to ask  
11 you to give me a better price so we can get closer to our request . . . ." After the Arizona  
12 Company 1 representative advised BESEDIN that the lowest price they could offer was  
13 \$70,000 each, BESEDIN responded, "Ok, I'll talk to management and get back to you  
14 shortly."

15 55. The next day, on or about August 19, 2022, BESEDIN emailed Arizona  
16 Company 1 a purchase order for seven units of the Goodrich Brake Assembly. The  
17 purchase order reflected an offer to purchase the seven units for \$70,000 each, for a total  
18 of \$490,000. The purchase order listed Arizona Company 1 as the seller and listed a "ship  
19 to" address of MIC-P&I, LLC in Sunny Isles Beach, Florida. In the email, BESEDIN also  
20 asked the Arizona Company 1 representative to send him the "Technical Summary Report  
21 of these parts."

22 56. On or about August 22, 2022, the Arizona Company 1 representative emailed  
23 BESEDIN that Arizona Company 1 had five units of the brake assembly ready to sell, two  
24 of which had very little wear, and attached paperwork related to each of the five units  
25 (serial numbers D0064P, 4774, 6580, 3316, and 3419). After receiving the paperwork,  
26 BESEDIN emailed it immediately to PATSULYA, and PATSULYA in turn emailed it to  
27 Russian Airline Company 1.  
28

1       57.       That same day, Arizona Company 1 emailed BESEDIN a document titled,  
2       “Certificate of End-User and Export Control,” and asked BESEDIN to complete the  
3       document prior to shipment. The document contained a variety of acknowledgements,  
4       described below, pertaining to compliance with U.S. export laws and regulations.  
5       BESEDIN later emailed the export compliance form to PATSULYA. PATSULYA later  
6       forwarded the email and directed that Arizona Company 1 be contacted by another person.

7       58.       On or about August 23, 2022, PATSULYA emailed an invoice (No. PL-  
8       0018-022) to Russian Airline Company 1 referencing the purchase of five more units of  
9       the Goodrich Brake Assembly for \$103,000 per unit. The invoice was on Turkish  
10      Company 1’s letterhead and contained account information for a Turkish bank account.  
11      The same day, Russian Airline Company 1 emailed PATSULYA and confirmed the  
12      purchase of the five additional units of the Goodrich Brake Assembly through a purchase  
13      order.

14      59.       After Russian Airline Company 1 confirmed the purchase, BESEDIN  
15      emailed Arizona Company 1 and said, “[W]e are definitely taking these 2 and waiting for  
16      the rest, as you said they will arrive within 2 weeks, right?” BESEDIN also told Arizona  
17      Company 1 that “we would like to come to your wearhouse[sic] to buy these parts and at  
18      the same time get to know each other for further interaction.”

19      60.       On or about August 25, 2022, MIC confirmed via email its “intention to buy  
20      the order,” and PATSULYA and BESEDIN caused materially false information to be  
21      provided to Arizona Company 1, namely that the units of the Goodrich Brake Assembly  
22      that BESEDIN and PATSULYA sought to acquire were for customers in Turkey.

23      61.       Attached to aforementioned email was Arizona Company 1’s “Certificate of  
24      End-User and Export Control” form, which was signed by PATSULYA on behalf of MIC.  
25      By signing the form, PATSULYA acknowledged and agreed: (a) the parts being  
26      purchased from Arizona Company 1 “are subject to Export Control Laws and Regulations,  
27      including, without limitations, the EAR and ITAR.”; (b) that MIC would “not . . . export[],  
28

1 release[], or disclose[] [the parts and/or technology purchased from Arizona Company 1]  
2 to foreign nationals inside or outside the United States without first complying with all  
3 applicable Export Control Laws and Regulations”; (c) that MIC would not export or re-  
4 export parts “to any restricted/embargoed country as may be designated from time to time  
5 by the United States Government”; (d) that United States laws “prohibit the sale, transfer,  
6 export, re-export to, or participation in any export transaction . . . with individuals or  
7 companies listed in the U.S. Department of Commerce’s Denied Persons List . . . .”; (e)  
8 that MIC “will obtain any export licenses or prior approvals required by the United States  
9 Government prior to export or re-export . . . .”

10 62. On or about August 30, 2022, Russian Airline Company 1 wired \$515,000  
11 from a bank account held at a bank in St. Petersburg, Russia, to a bank account belonging  
12 to Turkish Company 1 in Antalya, Turkey. Russian Airline Company 1 emailed  
13 PATSULYA proof of this payment for the brakes. The proof of payment referenced the  
14 same invoice number (No. PL-0018-022) that PATSULYA had previously sent Russian  
15 Airline Company 1.

16 63. On or about September 1, 2022, BESEDIN emailed the Arizona Company 1  
17 representative and asked him to “confirm the presence of the brakes we need, in what  
18 quantity . . .” and told the representative that he and PATSULYA would fly out to visit  
19 Arizona Company 1 the following week.

20 64. On or about September 7, 2022, PATSULYA and BESEDIN traveled from  
21 Florida to Phoenix, Arizona for the purpose of meeting with representatives of Arizona  
22 Company 1.

23 65. On or about September 7, 2022, PATSULYA emailed multiple spreadsheets  
24 to the Arizona Company 1 representative. One of the spreadsheets was titled “Trams  
25 Phoenix.xlsx,” and another spreadsheet was titled “Algovictory air Phoenix.xlsx.” The  
26 spreadsheets listed various aircraft parts and components along with part numbers and  
27 quantities.  
28



1       66.       On the morning of September 8, 2022, PATSULYA and BESEDIN visited  
2 Arizona Company 1's facility. During the visit, PATSULYA and BESEDIN made  
3 material misrepresentations to representatives of Arizona Company 1 including that they  
4 would not be supporting any Russian customers. Rather, PATSULYA and BESEDIN told  
5 representatives of Arizona Company 1 that the brakes they wanted to purchase from  
6 Arizona Company 1 would be going to Turkey.

7       67.       During the visit, PATSULYA and BESEDIN told representatives of Arizona  
8 Company 1 that they would be interested in trying to purchase more of the parts that were  
9 listed in the spreadsheets that PATSULYA had previously emailed. When the  
10 representative of Arizona Company 1 asked about the titles of the spreadsheets,  
11 PATSULYA and BESEDIN told him that the titles were simply internal notes.

12       68.       On September 9, 2022, PATSULYA emailed himself a consolidated  
13 spreadsheet that included the identical lists of parts contained in the spreadsheets, titled  
14 "Trams Phoenix.xlsx" and "Algovictory air Phoenix.xlsx." In the version of the  
15 spreadsheet that PATSULYA emailed himself, however, the list of aircraft parts that had  
16 been contained in the spreadsheet titled "Trams Phoenix.xlsx" was instead noted as  
17 Russian Airline Company 1. The list of aircraft parts that had been contained in the  
18 spreadsheet titled "Algovictory air Phoenix.xlsx" was instead noted as Russian Airline  
19 Company 2.

20       69.       On or about September 15, 2022, PATSULYA transmitted two invoices  
21 showing transactions between MIC and Turkish Company 1—one invoice, bearing  
22 Invoice No. PI-0052-22, reflected MIC's sale of three units of the Goodrich Brake  
23 Assembly to Turkish Company 1 for \$97,800 each (for a total of \$293,400.00), and the  
24 other invoice, bearing Invoice No. PI-0053-22, reflected MIC's sale of two units of the  
25 Goodrich Brake Assembly to Turkish Company 1 for \$97,800 each (for a total of  
26 \$195,600.00).

27       70.       On or about September 20, 2022, MIC's bank account in the United States  
28

1 received a wire from Turkish Company 1 in the amount of \$293,378.00. The notes  
2 associated with the wire reference that the wire was for "Inv. No. Pi-0052-22."

3 71. On or about September 21, 2022, MIC's bank account in the United States  
4 received a wire from Turkish Company 1 in the amount of \$195,578.00. The notes  
5 associated with the wire reference that the wire was for "Inv. No. Pi-0053-22."

6 72. On or about September 15, 2022, BESEDIN and PATSULYA, and others  
7 known and unknown to the Grand Jury, emailed a representative of Arizona Company 1  
8 and inquired about the contemplated brake transaction.

9 73. On or about September 20, 2022, PATSULYA sent another text message to  
10 the Arizona Company 1 representative via WhatsApp in which he said, "[H]ow are you?  
11 I really hope to receive an Invoice for my order for brakes 2-1740-1 from [Arizona  
12 Company 1] at the price we agreed on."

13 74. On or about September 25, 2022, PATSULYA sent another text message to  
14 the representative of Arizona Company 1 via WhatsApp in an effort to finalize the deal  
15 for the seven brake assemblies. In the text message, PATSULYA stated, "We have  
16 negotiated with you the purchase of the 7 brakes and we have agreed the[sic] conditions  
17 of the deal. To this day we are still waiting for you to send us the proform[invoice], in  
18 order to make the payment. With much respect, we await your response."

19 75. Between on or about September 27, 2022, and to at least October 2022,  
20 BESEDIN, and PATSULYA continued to submit requests for quotes to Arizona Company  
21 1 for additional units of the Goodrich Brake Assembly as well as other aircraft parts and  
22 components.

23 Purchase of Multiple Units of the Goodrich Brake Assembly from New York  
24 Company 1 and Attempted Export to Russian Airline Company 1

25 76. After BESEDIN and PATSULYA were ultimately unable to secure any units  
26 of the Goodrich Brake Assembly from Arizona Company 1, they continued to try to obtain  
27 the part from other United States-based airplane parts supply companies.  
28

1       77.       In October and November 2022, BESEDIN and PATSULYA worked  
2 directly with a company based outside of the United States in an effort to find, acquire,  
3 and ultimately export from the United States multiple units of the Goodrich Brake  
4 Assembly.

5       78.       On or about November 10, 2022, the company based outside of the United  
6 States sold two units of the Goodrich Brake Assembly to MIC for \$121,000.00 per unit,  
7 plus a management fee of \$12,100.00 for a total of \$254,100.00.

8       79.       To fulfill this sale to MIC, on or about November 10, 2022, the company  
9 outside of the United States purchased two units of the Goodrich Brake Assembly from  
10 New York Company 1 for \$121,000.00 each for a total of \$242,000.00. New York  
11 Company 1 had, in turn, secured the two sets for brakes from California Company 1. The  
12 invoice for the transaction reflected that, although the company outside of the United  
13 States had purchased the two units of the Goodrich Brake Assembly, the two units were  
14 to be shipped to MIC in Florida.

15       80.       On or about November 14, 2022, BESEDIN and PATSULYA caused  
16 \$254,100.00 to be wired from MIC's bank account to a bank account belonging to the  
17 company based outside of the United States.

18       81.       On or about November 18, 2022, a representative from California Company  
19 1 emailed BESEDIN and advised that there were 2 crates for pickup in the State of Texas.  
20 The subject line of the email was "Pickup Brakes PN 2-1740-1." On or about November  
21 21, PATSULYA emailed an individual who worked for a freight forwarding company and  
22 provided him with the pickup address in Texas for "Brake 2-1740-1."

23       82.       Between on or about November 22, 2022, and November 23, 2022,  
24 BESEDIN traveled from Florida to Texas to inspect the two brake units, which were being  
25 held by Texas Company 1.

26       83.       On November 23, 2022, the freight forwarding company retained by  
27 PATSULYA picked up the brake units in Texas, and afterwards, a representative from  
28

1 Texas Company 1 emailed BESEDIN and PATSULYA and provided them with a Bill of  
2 Lading for the two sets of the Goodrich Brake Assembly. The Bill of Lading reflected  
3 that the cargo was being delivered to Maldivian Company 1 in the Maldives. The next  
4 day, PATSULYA forwarded the Bill of Lading from Texas Company 1 to a representative  
5 of Russian Airline Company 1.

6 84. On or about November 28, 2022, PATSULYA emailed Texas Company 1 a  
7 copy of an "Export Compliance/End User Certification" in which PATSULYA falsely  
8 represented that he would "not export, re-export U.S. products, technology, or software to  
9 . . . Russia . . . unless otherwise authorized by the United State[s] Government." The  
10 form was signed by PATSULYA on behalf of MIC.

11 85. On or about November 30, 2022, PATSULYA received copies of multiple  
12 forms that had to be filled out and signed for New York Company 1 before the units of  
13 the Goodrich Brake Assembly could be shipped out of the United States. One of the  
14 forms, entitled, "Re Compliance with United States Export Regulations," advised that the  
15 purchaser of the Goodrich Brake Assembly cannot (a) "sell, transfer, export, or re-export  
16 any [New York Company 1] products . . . to . . . Russia . . . or any other country on the  
17 United States Debarred List, unless otherwise authorized by the United States  
18 Government," and (b) that the purchaser would "obtain any licenses or approvals required  
19 by the United States Government prior to export or re-export of [New York Company 1]  
20 products . . . ." Another form, entitled, "Russia/Ukraine/Belarus Sanctions Certification,"  
21 informed the purchaser of "the recent implementation of sanctions against Russia by the .  
22 . . United States, including, without any limitation, restrictions imposed by . . . the U.S.  
23 Department of Commerce, which has implemented new Russia license requirements and  
24 licensing policies for commercial aircraft components . . . ." These forms were later signed  
25 by an employee of a company based outside of the United States and then submitted to  
26 New York Company 1.

1        86.        On or about December 1, 2022, a CBP officer emailed a representative of  
2 New York Freight Forwarding Company 1, which was handling or coordinating  
3 transportation for the two brake units that were located at Texas Company 1. The CBP  
4 officer directed the representative of New York Freight Forwarding Company 1 to fill out  
5 a "Statement of Ultimate Consignee and Purchaser," also known as a BIS-711, and have  
6 the form signed by the ultimate consignee. The BIS-711 was a Department of Commerce  
7 form that requires the ultimate consignee for any item being exported out of the United  
8 States to provide accurate information about the final destination of the items and the  
9 intended use. BIS relied on the accuracy of BIS-711 forms to ensure proper enforcement  
10 of United States export laws and regulations.

11        87.        On or about December 2, 2022, PATSULYA was informed of the request to  
12 fill out the BIS-711 by the person that MIC used to coordinate logistics. Upon receiving  
13 this request, PATSULYA emailed it to others known and unknown to the Grand Jury and  
14 characterized the documents as "!!!! IMPORTANT." On or about December 5, 2022,  
15 PATSULYA circulated a version of the BIS-711 that he had filled out. This version listed  
16 Maldivian Company 1 as the Ultimate Consignee, but falsely listed PATSULYA as a  
17 representative of New York Company 1 and contained PATSULYA's signature.

18        88.        On or about December 5, 2022, a representative of New York Freight  
19 Forwarding Company 1 emailed a completed BIS-711 back to the CBP officer. The  
20 version of the BIS-711 form that the CBP officer received listed Maldivian Company 1 in  
21 the Maldives as the Ultimate Consignee, and bore the purported signature of an individual  
22 identified as the "General Manager" of Maldivian Company 1. The BIS-711 noted that  
23 the units of the Goodrich Brake Assembly would only be resold in the Maldives for use  
24 or consumption in that country.

25        89.        On or about December 7, 2022, BESEDIN, PATSULYA, and others known  
26 and unknown to the Grand Jury, were copied on an email discussing the status of various  
27 purchases, by MIC, of aircraft parts and components. The email subject header was  
28

1 “PENDING update.” The body of the email included the following: “1. Already paid,”  
2 “2. Coordinate shipping,” and “3. Update Excel.” The email contained multiple  
3 attachments, one of which was an Excel spreadsheet. The spreadsheet showed multiple  
4 purchases of various airplane parts and components. The spreadsheet notated a purchase  
5 of two “brakes” from California Company 1 and had a status of “picked up.”

6 90. On or about January 3, 2023, a BIS agent emailed BESEDIN and asked about  
7 the identity of BESEDIN’s customer for the two brake assemblies. In response, BESEDIN  
8 stated that his client was “an air company in the Maldives . . . .”

9  
10 Receipt of Order to Export Multiple Units of the Goodrich  
Brake Assembly to Russian Airline Company 2

11 91. While PATSULYA and BESEDIN, and others known and unknown to the  
12 Grand Jury, worked to fulfill orders for multiple units of the Goodrich Brake Assembly  
13 from Russian Airline Company 1, they also received similar orders from Russian Airline  
14 Company 2, which, as described above and below, was the subject of a BIS temporary  
15 denial order.

16 92. On or about September 15, 2022, Russian Airline Company 2 emailed  
17 unknown recipients a “(CRITICAL) BRAKES REQUEST” for ten sets of the Goodrich  
18 Brake Assembly. PATSULYA received this email and forwarded it to BESEDIN.

19 93. On or about September 23, 2022, PATSULYA emailed a representative of  
20 Russian Airline Company 2 and said that he had four sets of the brakes with different wear  
21 levels that could be delivered to Moscow.

22 94. On or about September 27, 2022, a representative of Russian Airline  
23 Company 2 emailed PATSULYA and advised that PATSULYA’s prices were much  
24 higher than other suppliers. The same day, PATSULYA responded with the following:  
25 “Thank you very much for your response and the attached table with your prices. Please  
26 note that we are quoting you on the cost of the product based on DDP Moscow conditions  
27 . . . . Given the sanctions against the Russian Federation, the cost of spare parts, logistics,  
28

1 and delivery time frames have gone up, in many instances there is a requirement to provide  
2 end user certificate, and we are taking care of these issues ourselves.”

3 95. On or about October 3, 2022, PATSULYA emailed a representative of  
4 Russian Airline Company 2 and said that he had six sets of the Goodrich Brake Assembly  
5 in stock and could deliver them to Moscow for \$165,000.00 per set. That same day, the  
6 representative from Russian Airline Company 2 responded to PATSULYA with a  
7 purchase order. The purchase order reflected a purchase by Russian Airline Company 2  
8 from Turkish Company 1 of six sets of the Goodrich Brake Assembly for \$165,000.00  
9 each for a total of \$990,000.00, delivery to Moscow.

10 96. On or about October 10, 2022, one of PATSULYA’s associates emailed  
11 representatives from Russian Airline Company 2 an invoice, copying PATSULYA on the  
12 email. The individual copied PATSULYA on the email. The invoice was on letterhead  
13 for Turkish Company 1 and reflected a purchase of six units of the Goodrich Brake  
14 Assembly for \$165,000.00 each for a total of \$990,000.00, delivery to Moscow. The  
15 invoice had a “Purchase Order No.” of P0967022.

16 97. On or about October 10, 2022, a representative of Russian Airline Company  
17 2 emailed PATSULYA and another individual, stating, “Attached is the document that I  
18 was talking about on the phone. I do not have information about other sanctions in regards  
19 to our company.” The attachment to the email was a copy of a June 24, 2022, press  
20 release issued by the BIS announcing the Temporary Denial Order for Russian Airline  
21 Company 2.

22 98. Between on or about October 14, 2022, and October 24, 2022, PATSULYA  
23 negotiated with Russian Airline Company 2 the details of how Russian Airline Company  
24 2 could send payment for the multiple units of the Goodrich Brake Assembly to  
25 PATSULYA from Russian Airline Company 2’s bank account in Russia through Turkish  
26 Company 1’s bank account in Turkey. When PATSULYA and Russian Airline Company  
27 2 ran into difficulties with transferring the money from Russian Airline 2’s bank in Russia  
28

1 to Turkish Company 1's bank in Turkey based on issues arising from international  
2 sanctions on Russia, they ultimately agreed to send the payment through Russian  
3 Company 1's bank account.

4 99. On or about October 24, 2022, Russian Airline Company 2 sent PATSULYA  
5 two purchase orders for seven units of the Goodrich Brake Assembly, both of which  
6 reflected the purchaser as Russian Airline Company 2 and the supplier as Russian  
7 Company 1. One purchase order, bearing Purchase Order No. "P0966222" reflected the  
8 purchase of one used, overhauled unit of the Goodrich Brake Assembly for \$115,200.00.  
9 The second purchase order, bearing Purchase Order No. "P0967022" reflected the  
10 purchase of six new units of the Goodrich Brake Assembly for \$198,000.00 each (for a  
11 total of \$1,188,000.00).

12 100. Russian Airline Company 2 paid Russian Company 1 for seven units of the  
13 Goodrich Brake Assembly—one used unit for \$115,200.00 and six new units for  
14 \$198,000.00 each.

15 101. On October 27, 2022, a representative of Russian Airline Company 2 emailed  
16 PATSULYA. In the email, the representative advised that a "payment for brakes"  
17 pursuant to purchase order P0967022 was "scheduled for today." The next day, on  
18 October 28, 2022, a representative of Russian Airline Company 2 emailed PATSULYA  
19 advising that order P0967022 was paid. The next day, PATSULYA was copied on an  
20 email in which Russian Airline Company 2's payment for the brakes was confirmed.

21 102. On November 1, 2022, PATSULYA emailed himself an attachment. The  
22 name of the attached file contained the name of Russian Airline Company 2. The  
23 attachment was an invoice, bearing Invoice No. PI-0068-22, for four sets of the Goodrich  
24 Brake Assembly for a price of \$187,216.00 each for a total of \$748,864.00. The invoice  
25 showed MIC as the seller and shows Turkish Company 1 as the customer.

26 103. On November 2, 2022, an MIC bank account in the United States received a  
27 wire transfer in the amount of \$368,228.00 from Turkish Company 1 using a Turkish bank  
28



1 account. The notes accompanying the wire transfer reference the related purchase invoice,  
2 PI-0068-22.

3 104. On November 3, 2022, the bank account of MIC received a wire transfer in  
4 the amount of \$380,592.00 from Turkish Company 1 using a Turkish bank account. The  
5 notes accompanying the wire transfer reference the related purchase invoice, PI-0068-22.

6 105. On December 7, 2022, a representative from Russian Airline Company 2  
7 emailed PATSULYA and asked for an update on when the company could expect delivery  
8 of the brakes.

9 Purchase of Multiple Units of the Goodrich Brake Assembly  
10 from Florida Company 1 and Attempted Export to Russia

11 106. On or about December 8, 2022, Florida Company 1 offered to sell BESEDIN  
12 two units of Goodrich Brake Assembly for \$118,000.00 each. BESEDIN responded on  
13 the same day that he wanted to buy both sets. BESEDIN then forwarded the email chain  
14 to others.

15 107. On or about December 8, 2022, BESEDIN again emailed Florida Company  
16 1 with a Purchase Order for three units of the brake assemblies at \$116,000.00 each for a  
17 total of \$348,000.00. The Purchase Order reflected that the brake assemblies would be  
18 shipped to MIC in Sunny Isles Beach, Florida. Florida Company 1 provided a Pro Forma  
19 Invoice confirming the deal for the three units of the brake assemblies.

20 108. On or about December 12, 2022, Florida Company 1 emailed BESEDIN a  
21 new Pro Forma Invoice (bearing invoice number Q338504), which included an additional  
22 brake set for a total of four sets (serial numbers 2805, D0974, 1848, and 3988), at  
23 \$464,000.00.

24 109. On or about December 14, 2022, BESEDIN and PATSULYA caused  
25 \$348,000.00 to be wired from MIC's bank account to Florida Company 1's bank account.  
26 Two days later, on or about December 16, BESEDIN and PATSULYA caused an  
27  
28

1 additional \$116,000.00 to be wired from MIC's bank account to Florida Company 1's  
2 bank account.

3 110. On or about December 20, 2022, BESEDIN informed Florida Company 1  
4 that two of the brake assemblies he purchased were to be shipped to Maldivian Company  
5 1 in the Maldives.

6 111. On or about December 21, 2022, BESEDIN received an email warning him  
7 that "there is attention for any MALDIVES shipment from CUSTOMS BORDER  
8 PROTECTION OF USA." On or about December 27, 2022, BESEDIN contacted Florida  
9 Company 1 and told them that the shipment of the two brake assemblies was no longer  
10 going to the Maldives, but instead it was going to Turkish Company 2. On December 28,  
11 2022, Florida Company 1 issued a Commercial Invoice that reflected this change, namely  
12 that the four sets of brakes purchased by MIC would be shipped to Turkish Company 2.

13 112. On or about February 4, 2023, PATSULYA signed a BIS-711 on behalf of  
14 MIC-P&I, LLC. The BIS-711 form provided that the ultimate consignee for the shipment  
15 was Turkish Company 2 for "supply of own stock" and "future resale to local airlines."

16 PATSULYA and BESEDIN's Interviews with BIS Agents in Boston and Phoenix

17 113. On February 2, 2023, PATSULYA and BESEDIN participated in an  
18 interview with two BIS agents in Boston, Massachusetts, to discuss the shipments that had  
19 been detained.

20 114. During the interview, PATSULYA and BESEDIN were dishonest and  
21 deceitful in responding to questions from BIS about the end destinations and end users of  
22 the detained shipments. For example, when BIS asked PATSULYA and BESEDIN about  
23 MIC's clients, PATSULYA and BESEDIN told the agents that they only had two clients,  
24 Turkish Company 1 and Turkish Company 2. PATSULYA and BESEDIN told BIS that  
25 their two clients worked closely with aviation companies and airlines in Turkey.

26 115. At no time during the interview did PATSULYA or BESEDIN tell BIS that  
27 they had entered into agreements with Russian Airline Company 1 and Russian Airline  
28

1 Company 2 to supply multiple units of the Goodrich Brake Assembly. Additionally, both  
2 PATSULYA and BESEDIN failed to tell BIS that they had received money from Russian  
3 Airline Company 1 and Russian Airline Company 2 in furtherance of the purchases of the  
4 multiple units of the Goodrich Brake Assembly. Rather, during the interview,  
5 PATSULYA and BESEDIN told BIS that they were aware of the sanctions on Russia and  
6 were mindful that the airline parts and components they purchased did not go there.

7 116. On May 11, 2023, PATSULYA and BESEDIN participated in another  
8 interview, this time with two BIS agents in Phoenix, Arizona, to discuss the shipments  
9 that had been detained.

10 117. During the interview, PATSULYA and BESEDIN were again dishonest and  
11 deceitful in responding to questions from BIS about the end destinations and end users of  
12 the detained shipments. PATSULYA and BESEDIN told the BIS agents that all of the  
13 detained shipments had been destined for Turkish Company 1 and Turkish Company 2 in  
14 Turkey. PATSULYA and BESEDIN falsely affirmed to the BIS agents that none of the  
15 detained shipments had been intended for final delivery to Russia.

16 118. All in violation of Title 18, United States Code, Section 371.

17 **COUNT TWO**

18 **Attempted Smuggling of Goods from the United States**  
19 **(18 U.S.C. 554(a))**

20 119. The allegations contained in paragraphs 1 through 118 are realleged and  
21 incorporated herein as if fully set forth in this paragraph.

22 120. Starting on or about June 28, 2022, and continuing through at least  
23 September 25, 2022, in the District of Arizona and elsewhere, OLEG SERGEYEVICH  
24 PATSULYA and VASILII SERGEYEVICH BESEDIN, did fraudulently and knowingly  
25 attempt to export and send merchandise, namely multiple units of the Goodrich Brake  
26 Assembly, Part Number 2-1740-1, from the United States to Russia, contrary to the Export  
27 Control Reform Act, Title 50, United States Code, Section 4819, and the Export  
28

Administration Regulations, Title 15, Code of Federal Regulations, Parts 730–774, laws and regulations of the United States.

121. All in violation of Title 18, United States Code, Section 554(a).

**COUNT THREE**

**Conspiracy to Violate the Export Control Reform Act**  
**(50 U.S.C. §§ 4819(a)(1), 4819(a)(2)(A)-(G), (J), 4819(b);**  
**15 C.F.R. Parts 736.2(b)(1), (4), and (6), 746.8(a)(1))**

122. The allegations contained in paragraphs 1 through 121 are realleged and incorporated herein as if fully set forth in this paragraph.

123. Beginning in or about May 2022 and continuing to on or about May 11, 2023, in the District of Arizona and elsewhere, OLEG SERGEYEVICH PATSULYA and VASILII SERGEYEVICH BESEDIN, together with others known and unknown to the Grand Jury, did knowingly and willfully conspire to export, attempt to export, and cause to be exported from the United States to Russia various aircraft parts and components including but not limited to multiple units of the Goodrich Brake Assembly, without first having obtained the required authorization and license from the United States Commerce Department.

124. In violation of Title 50, United States Code, Sections 4819(a)(1), 4819(a)(2)(A)-(G), (J), and 4819(b); and Title 15, Code of Federal Regulations, Parts 736.2(b)(1), 736.2(b)(4), 736.2(b)(6), and 746.8(a)(1).

**COUNT FOUR**

**Conspiracy to Commit International Money Laundering**  
**(18 U.S.C. §§ 1956(h), 1956(a)(2))**

125. The allegations contained in paragraphs 1 through 124 are realleged and incorporated herein as if fully set forth in this paragraph.

126. Between in or about May 2022 and on or about May 11, 2023, within the District of Arizona and elsewhere, the defendants OLEG SERGEYEVICH PATSULYA and VASILII SERGEYEVICH BESEDIN, together with others known and unknown to

1 the Grand Jury, did knowingly combine, conspire, and agree with each other and with  
2 other persons known and unknown to the Grand Jury to commit offenses against the  
3 United States in violation of Title 18, United States Code, Section 1956, to wit: to  
4 transport, transmit and transfer and attempt to transport, transmit and transfer a monetary  
5 instrument and funds to a place in the United States from or through a place outside the  
6 United States with the intent to promote the carrying on of specified unlawful activity,  
7 that is, smuggling goods from the United States in violation of 18 U.S.C. § 554(a), all in  
8 violation of Title 18, United States Code, Section 1956(a)(2)(A).

9 127. All in violation of Title 18, United States Code, Section 1956(h).

10 **FORFEITURE ALLEGATION**

11 128. The Grand Jury realleges and incorporates the allegations of Counts One  
12 through Four of this Indictment, which are incorporated by reference as though fully set  
13 forth herein.

14 129. Pursuant to Title 18, United States Code, Sections 981 and 982, Title 21,  
15 United States Code, Section 853, Title 28, United States Code, Section 2461(c), and Title  
16 50, United States Code, Section 4819(d), and upon conviction of one or more of the  
17 offenses alleged in Counts One through Four of this Indictment, the defendants shall  
18 forfeit to the United States of America all right, title, and interest in (a) any property  
19 constituting, or derived from, or traceable to, any proceeds the persons obtained, directly  
20 or indirectly, as the result of the offense, and (b) any of the defendants' property used, or  
21 intended to be used, in any manner or part, to commit, or to facilitate the commission of  
22 such offense, including, but not limited to, a sum of money representing the amount of  
23 money involved in the offenses and the following property:

- 24 (1) A sum of money equal to at least \$4,582,288.51 in United States currency,  
25 representing the amount of money involved in the offenses;  
26 (2) At least \$7,054.38 seized from MIC P&I, LLC's Chase account ending in -  
27 2003;

- 1 (3) Approximately \$21,000.58 seized from MIC P&I, LLC's Chase account  
2 ending in -6702;
- 3 (4) 2007 Sea Ray Sundancer 380 Cruiser, "Side Chick," with USCG Vessel  
4 Identification Number 1198232 and Hull Identification Number  
5 SERF1453L607; and
- 6 (5) 2023 BMW 740I, with Florida license plate 39DHCG and Vehicle  
7 Identification Number (VIN) WBA23EH05PCL79410.

8 130. If any of the forfeitable property, as a result of any act or omission of the  
9 defendant(s):

- 10 (1) cannot be located upon the exercise of due diligence,  
11 (2) has been transferred or sold to, or deposited with, a third party,  
12 (3) has been placed beyond the jurisdiction of the court,  
13 (4) has been substantially diminished in value, or  
14 (5) has been commingled with other property which cannot be divided without  
15 difficulty,

16 it is the intent of the United States to seek forfeiture of any other property of said  
17 defendants up to the value of the above-described forfeitable property, pursuant to Title  
18 21, United States Code, Section 853(p).

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131. All in accordance with Title 18, United States Code, Sections 981 and 982, Title 21, United States Code, Section 853, Title 28, United States Code Section 2461(c), Title 50, United States Code, Section 4819(d), and Rule 32.2, Federal Rules of Criminal Procedure.

A TRUE BILL

s/  
FOREPERSON OF THE GRAND JURY  
Date: May 16, 2023

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*s/*  
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